# AGREEMENT TO SALE

**Consideration Rs.** _____ **/-** (Rupees _____ Only)

**Valuation as per Annual Statement of Rates (ASR)**

**Rs.** _____ **/-**

This **AGREEMENT TO SALE** is made and executed at Nagpur on this _____ **day of** _____ **- 2023** BETWEEN;

**M/S. NIRMAAN INFRA** (PAN :- **AASFN5950G**) a Partnership Firm, having its Office at Flat No.402, Jaggannath Enclave, Above Punjab national Bank, Manish Nagar Nagpur-440037; acting through its Partners **(1) MR. ASHOK DHIRUBHAI BHUVA**, Aged 48 Years, Occu:- Business, R/o. Plot No. 135, Nagar Vikas Housing Society, Narendra Nagar, Nagpur - 440015 (PAN :- AHKPB4587C & Aadhar No. 5799 9236 4276); **(2) MR. ASHISH ARUN NILAWAR**, Aged 52 Years, Occu:- Business, R/o. Plot No. 10, Bajaj Nagar, Nagpur- 440010 (PAN :- ACJPN2106P & Aadhar No. 5564 2194 4915); **(3) MR. JITENDRA MANINDRANATH BOSE**, Aged 53 Years, Occu:- Business, R/o. Plot No. 285, Dharampeth Extension, Shankar Nagar, Nagpur- 440010 (PAN :- ABAPB1517A & Aadhar No. 4701 6786 7076); **(4) SMT. VARSHA Wd/o. RAJENDRA KONDAWAR**, Aged 48 Years, Occu:- Business, R/o. Flat No. 506, Sriman Palace, Dhantoli, Patwardhan Ground, Nagpur - 440012 (PAN :- ANPPK1426L & Aadhar No. 9072 8915 7538); **(5) MR. ANIKET JAGANNATH KHANDASKAR**, Aged 37 Years, Occu:- Business, R/o. Plot No. 12, Manewada Road, Durga Nagar, Ayodhya Nagar, Nagpur-440024 (PAN :- BLXPK4196G & Aadhar No. 4270 4837 4231); **(6) MR. SATISH VASANTRAO BELSARE**, Aged 38 Years, Occu:- Business, R/o. 33, Pawansut Nagar, Ramna Maroti Road, Hanuman Nagar, Nagpur - 440009 (PAN :- AXXPB8556E & Aadhar No. 4778 2599 0760); **(7) MRS. ARCHANA W/o. SANDEEP MADURWAR**, Aged 51 Years, Occu:- Business, R/o. Flat No. 302, Plot No. 58, Khare Marg, Dhantoli, Nagpur – 440012 (PAN :- AGUPM4213B & Aadhar No. 9560 5277 7008); **(8) MR. MILIND PRABHAKAR BHAWSAR**, Aged 51 Years, Occu:- Business, R/o. Near Swagat Lawn, Shukrawar Peth, Washim- 444505 (PAN :- ABTPB0169P & Aadhar No. 8983 8453 9590); **(9) MR. RATNESH SUDHAKARSA PARALKAR**, Aged 43 Years, Occu:- Business, R/o. Rukhamani Niwas, Hari Om Nagar, Washim- 444505 (PAN :- AYJPP0733C & Aadhar No. 9611 8220 3770); **(10) MR. VINOD RAMESH PARALIKAR**, Aged 47 Years, Occu:- Business, R/o. By Pass Road, Post. Mangulpir, Washim- 444403 (PAN :- ALJPP0837E & Aadhar No. 2241 0780 2728); and **(11) MR. DAMODHARRAO SHAMRAOJI DANDEKAR**, Aged 64 Years, Occu:- Business, R/o. Gurudeo Nagar, Hudkeshwar Road Nagpur -440034 (PAN :- AHEPD2948P & Aadhar No. 4939 7994 0049); hereinafter called the **VENDOR/DEVELOPER/PROMOTER**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **PARTNERSHIP FIRM** and its **PARTNERS**, as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the **ONE PART**.

**AND**

**MR./MRS.** _____, Aged _____ years, Occ.:- _____, (PAN :- _____ & Aadhaar No. _____); R/o. _____; hereinafter all jointly called the **PURCHASERS**, which expression shall unless repugnant to the context or meaning thereof always mean and include the said **PURCHASERS**, as well as their respective heirs, legal representatives, executors, administrators, successors and assigns of the **OTHER PART**. (Mobile No. _____)

**WHEREAS** "ALL THAT piece and parcel of land bearing **Plot No. 1** (As Per 7/12 Extract Plot/Kh. No. 185/1/A/1) admeasuring area **3213.566 Sq. Mtrs.,** being a part & portion of entire land bearing **Kh. No. 185/1/A**, containing by total admeasuring 12000 Sq. Mtrs., (i.e. 1.20 H.R.) of **Mouza - PIPLA**, P.H. No. 38, within the limits of the Nagar Panchyat Besa-Pipla, in Tah. Nagpur (Rural) & Dist. Nagpur" hereinafter referred to as the Project Land, belongs to current Vendors/Developers; AND

**WHEREAS**, Originally all that piece and Parcel of Agricultural Land bearing **Kh. No. 185/1** of **Mouza - Pipla**, P. H. No. 38, having an area 2.68 H.R. situated at Village - Pipla, held in Occupancy Class-I Rights, in Tahsil Nagpur (Rural) & District- Nagpur, was belonged to (1) Shri. Shalik Pundlikrao Bhoyar, (2) Shri. Bhaurao Pundlikrao Bhoyar, (3) Shri. Nagorao Pundlikral Bhoyar, (4) Shri. Jago Pundlikrao Bhoyar, (5) Smt. Rambha Shrawan Korde, (6) Smt. Uma Kashinathji Dhole & (7) Smt. Bebi Rameshji Dongre, as a recorded joint Owners thereof being their ancestral property; AND

**WHEREAS**, the aforesaid by (1) Shri. Shalik Pundlikrao Bhoyar, (2) Shri. Bhaurao Pundlikrao Bhoyar, (3) Shri. Nagorao Pundlikral Bhoyar, (4) Shri. Jago Pundlikrao Bhoyar, (5) Smt. Rambha Shrawan Korde, (6) Smt. Uma Kashinathji Dhole & (7) Smt. Bebi Rameshji Dongre, having held and owned the property within the limits of the Nagpur Urban/Rural Agglomeration and the Urban Land (Calling and Regulation) Act, 1976 having come into force w.e.f. 17/02/1976, they had filed a Statement/Return Under Section 6(i) of the said Act before the Deputy Collector and Competent Authority, ULC Nagpur and on Completion of its enquiry in respect of the aforesaid case the Competent Authority vide its Order dt. 03/06/2006 declared 4300 Sq. Mtrs., of Land out of the said total extend as a Surplus Vacant land within the meaning of the said Act and the aforesaid land owners had permissible 15 shares in the aforesaid total land i.e. one share each 1500 Sq. Mtrs. thus 15 shares 1500 Sq. Mtrs. equal to 22500.00 Sq. Mtrs., of land was declared as a Retainable Land; AND

**WHEREAS**, the aforesaid Owners Shri. Shalik Pundlikrao Bhoyar & 6 others, jointly later on applied for exemption to the aforesaid Surplus Vacant land containing by admeasurements 4300 Sq. Mtrs., under section 20 of the Urban Land (Ceiling and Regulation) Act, 1976 (33 of 1976) for providing Plots and Tenements in accordance with the special dispensation issued by the Government Resolution Housing and Special Assistance No. CSC/ULC/1091/5(3977)/D-III dt. 15/01/1992; AND

**WHEREAS**, considering the application of the aforesaid Owners Shri. Shalik Pundlikrao Bhoyar & 6 others, the Additional Collector and Competent Authority, ULC, Nagpur vide his Provisional Order dt. 03/06/2006 passed in Case No. ATP/ULC/ TD(714A)/2006/1253 exempted the aforesaid Surplus Land form the provisions of the

said Act, Under Telegaon Dabhade Scheme Subject to certain terms and condition contained therein; AND

**WHEREAS**, the registered Agreement of Development executed by (1) Shri. Shalik Pundlikrao Bhoyar, (2) Shri. Bhaurao Pundlikrao Bhoyar, (3) Shri. Nagorao Pundlikral Bhoyar, (4) Shri. Jago Pundlikrao Bhoyar, (5) Smt. Rambha Shrawan Korde, (6) Smt. Uma Kashinathji Dhole & (7) Smt. Bebi Rameshji Dongre in favour of Shri. Uday Bhaskarrao Talmale, same was registered in the office of Sub-registrar Nagpur – Rural-7, at Sr. No. 470/2007 dt. 18/01/2007 in respect of aforesaid land bearing Kh. No. 185 area 2.68 H.R. out of 3.57 H.R. under various terms and conditions; AND

**WHEREAS**, in pursuance of the aforesaid registered Irrevocable Power of Attorney executed by (1) Shri. Shalik Pundlikrao Bhoyar, (2) Shri. Baburao Pundlikrao Bhoyar, (3) Shri. Nagorao Pundlikral Bhoyar, (4) Shri. Jago Pundlikrao Bhoyar, (5) Smt. Rambha Shrawan Korde, (6) Smt. Uma Kashinathji Dhole & (7) Smt. Bebi Rameshji Dongre in favour of Shri. Uday Bhaskarrao Talmale, same was registered in the office of Sub-registrar Nagpur – Rural-7, at Sr. No. 471/2007 dt. 18/01/2007; AND

**WHEREAS**, aforesaid land bearing Kh. No. 185 admeasuring 3.57 H.R. (i.e. 35700 Sq. Mtrs.) also converted into a Non-agricultural use i.e. in residential use by the order passed by Hon'ble Collector, Nagpur in revenue case no. 1145/N.A.P-34/2006-2007 of Mouza - Pipla dt. 27/04/2007; AND

**WHEREAS**, thereafter residential Layout demarcated on the said entire land bearing Kh. No. 185 (part) and said layout also sanctioned on 03/06/2006 as per terms of ULC exemption order; AND

**WHEREAS**, thereafter the aforesaid owners (1) Shri. Shalik Pundlikrao Bhoyar, (2) Shri. Baburao Pundlikrao Bhoyar, (3) Shri. Nagorao Pundlikral Bhoyar, (4) Shri. Jago Pundlikrao Bhoyar, (5) Smt. Rambha Shrawan Korde, (6) Smt. Uma Kashinathji Dhole & (7) Smt. Bebi Rameshji Dongre acting through their POA holder Shri. Uday Bhaskarrao Talmale had sold the **Plot No. R-4 & R-5** total admeasuring 3000 Sq. Mtrs., to (1) Shri. Damodharrao Shamraoji Dandekar & (2) Shri. Dinesh Dnyaneshwarrao Khedkar, by way of executing registered Sale Deed, same was registered in the office of Sub-registrar Nagpur – Rural-10, at Sr. No. 3360/2007 dt. 21/07/2007; AND

**WHEREAS**, thereafter the Corrigendum to ULC exemption order issued by Additional Collector and Competent Authority ULC, Nagpur on dt. 21/08/2007 and the thereby amalgamated the **Plot No. R-4 to R-11** total admeasuring **12000 Sq. Mtrs.,** and Plot No. R-12 & R-13 total admeasuring 3000.00 Sq. Mtrs; AND

**WHEREAS**, in pursuance of the aforesaid Corrigendum to ULC exemption order the Layout Plan also revised on dt. 21/08/2007; AND

**WHEREAS**, (1) Mr. Piyush Prakash Bende, (2) Mrs. Manjusha Vinod Nalamwar had agreed to sell the said Plot No. R-12 & R-13 total admeasuring 3000 Sq. Mtrs., to Mr. Pramod Shankarrao Pipare, by way of executing unregistered Agreement to Sell (impounded by Collector of Stamp on 29/11/2010) on dt. 04/11/2007; AND

**WHEREAS**, the aforesaid Agreement to Sell dt. 04/11/2007, later on is duly impounded u/s. 33 of Bombay Stamp Act, 1958 by the Collector of Stamps, Nagpur City vide EVN Case No. 900/2010-11 decided on 29/11/2010 and thereby

insufficient/adequate Stamp Duty Rs. 55,900/- and Penalty Rs. 41,366/- is paid thereon; AND

**WHEREAS**, thereafter in pursuance of the aforesaid Agreement to Sell dt. 04/11/2007, the aforesaid owners (1) Mr. Piyush Prakash Bende, (2) Mrs. Manjusha Vinod Nalamwar had sold the said **Plot No. R-12 & R-13** total admeasuring 3000 Sq. Mtrs., to Mr. Pramod Shankarrao Pipare, by way of executing registered Sale Deed, same was registered in the Office of the Sub-Registrar Nagpur-Rural-7, at Sr. No. 8209/2010 dt. 15/12/2010; AND

**WHEREAS**, thereafter the aforesaid owners (1) Shri. Shalik Pundlikrao Bhoyar, (2) Shri. Baburao Pundlikrao Bhoyar, (3) Shri. Nagorao Pundlikral Bhoyar, (4) Shri. Jago Pundlikrao Bhoyar, (5) Smt. Rambha Shrawan Korde, (6) Smt. Uma Kashinathji Dhole & (7) Smt. Bebi Rameshji Dongre acting through their POA holder Shri. Uday Bhaskarrao Talmale had sold the **Plot No. R-7 & R-8** total admeasuring 3000 Sq. Mtrs., to (1) Shri. Prakash Balkrushna Bende and (2) Shri. Pravin Vitthalrao Ainchwar, by way of executing registered Sale Deed, same was registered in the Office of the Sub-Registrar Nagpur-Rural-10, at Sr. No. 3361/2007 dt. 21/07/2007; AND

**WHEREAS**, (1) Sau. Shobha Prakash Bende, (2) Shri. Gajanan Madhukar Aainchwar had agreed to sell the said **Plot No. R-6 & R-11** total admeasuring 3000 Sq. Mtrs., to Smt. Yogita Pramod Pipare, by way of executing unregistered Agreement to Sell (impounded by Collector of Stamp on 29/11/2010) on dt. 04/11/2007; AND

**WHEREAS**, the aforesaid Agreement to Sell dt. 04/11/2007, later on is duly impounded u/s. 33 of Bombay Stamp Act, 1958 by the Collector of Stamps, Nagpur City vide EVN Case No. 902/2010-11 decided on 29/11/2010 and thereby insufficient/adequate Stamp Duty Rs. 55,900/- and Penalty Rs. 41,366/- is paid thereon; AND

**WHEREAS**, in pursuance of the aforesaid Agreement to Sell dt. 04/11/2007, the (1) Sau. Shobha Prakash Bende, (2) Shri. Gajanan Madhukar Aainchwar had sold the said **Plot No. R-6 & R-11** total admeasuring 3000 Sq. Mtrs., to Smt. Yogita Pramod Pipare, by way of executing registered Sale Deed, same was registered in the Office of the Sub-Registrar Nagpur-Rural-7, at Sr. No. 8210/2010 dt. 15/12/2010; AND

**WHEREAS**, the Smt. Yogita Pramod Pipare had sold the **Plot No. R-6** admeasuring 1500 Sq. Mtrs., to 1) Shri. Rakesh Vinayak Nagare, 2) Shri. Umaji Dadaji Wasade, by way of executing registered Sale Deed, same was registered in the Office of Sub Registrar, Nagpur – 7, at Sr. No. 4585/2012 dt. 07/09/2012; AND

**WHEREAS**, registered Power of Attorney for Admission executed by (1) Mr. Prakash Balkrushna Bende, (2) Mr. Pravin Vitthalrao Ainchwar in favour of Shri. Shyam Prabhakar Lohakare in respect of **Plot No. R-7 & R-8**, same was registered in the Office of Sub Registrar, Nagpur – 7, at Sr. No. 3372/2015 dt. 08/05/2015; AND

**WHEREAS**, registered Power of Attorney for Admission executed by (1) Mrs. Manjusha Vinod Nalamwar, (2) Sau. Shobha Prakash Bende in favour of Shri. Shyam Prabhakar Lohakare, in respect of **Plot No. R-9 & R-10**, same was registered in the Office of Sub Registrar, Nagpur – 10 (Rural), at Sr. No. 3912/2015 dt. 15/05/2015; AND

**WHEREAS**, (1) Mr. Prakash Balkrushna Bende, (2) Mr. Pravin Vitthalrao Ainchwar had sold the **Plot No. R-7 & R-8** total admeasuring 3000 Sq. Mtrs., to (1)

Sanjay Satynarayan Joshi H.U.F. through its Karta Mr. Sajay Satyanarayan Joshi (2) Rajeev Chunnilal Agrawal H.U.F. through its Karta Mr. Rajeev Chunnilal Agrawal (3) Mr. Nitesh Yashwant Adwani, (4) Mr. Anthony Cosme Gonsalves, by way of executing registered Sale Deed, same was registered in the Office of Sub Registrar, Nagpur – 7, at Sr. No. 1864/2017 dt. 14/03/2017; AND

**WHEREAS**, the (1) Mrs. Manjusha Vinod Nalamwar, (2) Sau. Shobha Prakash Bende had sold the **Plot No. R-9 & R-10** total admeasuring 3000 Sq. Mtrs., (as per sale deed 0.30 H.R.) to (1) Mr. Rajendra Bhayyaji Kondawar, (2) Mrs. Archana Sandeep Madurwar, (3) Mr. Abhishek Rohit Jejani, and (4) Mr. Anthony Cosme Gonsalves, by way of executing registered Sale Deed, same was registered in the Office of Sub Registrar, Nagpur - 7, at Sr. No. 5458/2017 dt. 15/06/2017; AND

**WHEREAS**, during the course of time the aforesaid Mr. Rajendra Kondawar left for heavenly abode on 21/05/2020 and consequent upon his demise/death, his undivided share in the aforesaid property comprising Retainable land admeasuring 0.30 H.R. (i.e. 3000 Sq. Mtrs.) devolved upon his widow namely Smt. Varsha Rajendra Kondawar and two sons namely (1) Mr. Yash Rajendra Kondawar (2) Mr. Jay Rajendra Kondawar, by way intestate succession being only heirs of the deceased. As a result therefore the aforesaid (1) Smt. Varsha Rajendra Kondawar (2) Mr. Yash Rajendra Kondawar (3) Mr. Jay Rajendra Kondawar, (4) Mrs. Archana Sandeep Madurwar, (5) Mr. Abhishek Rohit Jejani, (6) Mr. Anthony Cosme Gonsalves, and have become an exclusive, absolute and full Owners of the aforesaid property comprising Retainable land admeasuring 0.30 H.R. (i.e. 3000 Sq. Mtrs.); AND

**WHEREAS**, as per applications of erstwhile owners before the Hon`ble Tahsildar, Nagpur (Rural) has passed the order dt. 09/09/2021 in Revenue Case No. 09/R.T.S.-64/2021-22 and thereby corrected the 7/12 extract; AND

**WHEREAS**, as per the aforesaid order the Retainable Land owned by various land owners hereinabove named was renumbered/identified as **Kh. No. 185/1/A** having an area of **1.20 H.R.,.** out of which the area **0.30 H.R.** owned by (1) Mr. Damodharrao Shamraoji Dandekar, (2) Mr. Dinesh Dnyaneshwar Khedkar, the land admeasuring **0.30 H.R.** owned by (3) Mr. Pramod Shankarrao Pipre, the land admeasuring **0.30 H.R.** owned by (4) Sanjay Satyanarayan Joshi H.U.F. through its Karta Mr. Sajay Satyanarayan Joshi, (5) Rajeev Chunnilal Agrawal H.U.F. through its Karta Mr. Rajeev Chunnilal Agrawal, (6) Mr. Nitesh Yashwant Adwani, (7) Mr. Anthony Cosme Gonsalves and the land admeasuring **0.30 H.R.** owned by (8) Smt. Varsha Rajendra Kondawar (9) Mr. Yash Rajendra Kondawar & (10) Mr. Jay Rajendra Kondawar, (11) Mrs. Archana Sandeep Madurwar, (12) Mr. Abhishek Rohit Jejani (13) Mr. Anthony Cosme Gonsalves; AND

**WHEREAS**, thereafter the aforesaid owners (1) Mr. Damodharrao Shamraoji Dandekar, (2) Mr. Dinesh Dnyaneshwar Khedkar, (3) Mr. Pramod Shankarrao Pipre, (4) Sanjay Satyanarayan Joshi H.U.F. through its Karta Mr. Sajay Satyanarayan Joshi, (5) Rajeev Chunnilal Agrawal H.U.F. through its Karta Mr. Rajeev Chunnilal Agrawal, (6) Mr. Nitesh Yashwant Adwani, (7) Mr. Anthony Cosme Gonsalves, (8-A) Smt. Varsha Wd/o. Rajendra Kondawar, (8-B) Mr. Yash Rajendra Kondawar, (8-C) Mr. Jay Rajendra Kondawar, (9) Mrs. Archana Sandeep Madurwar & (10) Mr. Abhishek Rohit Jejani collectively sold the said Retainable Land bearing **Kh. No. 185/1/A**, containing by

admeasuring **12000 Sq. Mtrs.,** (1.20 H.R.) to **M/S. NIRMAAN INFRA** acting through its Partners (1) Mr. Ashok Dhirubhai Bhuva, (2) Mr. Ashish Arun Nilawar, (3) Mr. Jitendra Manindranath Bose, (4) Smt. Varsha Wd/o. Rajendra Kondawar, (5) Mr. Aniket Jagannath Khandaskar, (6) Mr. Satish Vasantrao Belsare, (7) Mrs. Archana W/o. Sandeep Madurwar, (8) Mr. Milind Prabhakar Bhawasar, (9) Mr. Ratnesh Sudhakarrao Paralkar, (10) Mr. Vinod Ramesh Paralikar, (11) Mr. Damodharrao Shamraoji Dandekar, same was registered in the Office of Sub Registrar, Nagpur - 10 (Rural), at Sr. No. 585/2022 dt. 03/02/2022; AND

**WHEREAS**, the above said land bearing **Kh. No. 185/1/A** (Plot No. **R-4 to R-11**), containing by admeasuring **12000 Sq. Mtrs.,** (1.20 H.R.) is converted for Non-Agricultural Use (Residential Group Housing Use) as per the Order passed by Tahasildar, Nagpur (Gramin) in Revenue Case No. 20/N.A.P.-34/2022-2023 of Mouza - Pipla dt. 18/10/2022, there is area under Residential Layout Plots out of the entire land is **9780.46 Sq. Mtrs.,** area under Open Space/Proposed is **1218.426 Sq. Mtrs.,** area under Amenity Space/ESS & WWTP is **50.00 Sq. Mtrs.,** area under Internal Road is **951.138 Sq. Mtrs.,** and accordingly the 7/12 extracts are also prepared by the Revenue Officer; AND

**WHEREAS**, for the purpose of development of said land the aforesaid Vendor/Developer/Promoter have prepared a layout on the said Non-agricultural Land admeasuring **12000 Sq. Mtrs.,** (1.20 H.R.) by carving out various Plots of different sizes therein and the said LAY-OUT PLAN is duly approved by Hon. Metropolitan Commissioner/Executive Engineer NMRDA, Nagpur subject to terms & condition mentioned in Development Agreement of Nagpur Metropolitan Regional Development Authority vide its Letter No. **E.E./NMRDA/Nagpur/DPC/Agree/788** dt. **22/11/2022** duly executed by the Executive Engineer (NMRDA), upon the several terms and conditions contained therein. The Vendor/Developer/Promoter also agrees to develop the layout as per the drawings, design & specifications approved/Terms/Conditions by N.M.R.D.A as per the terms & conditions of letter No. **E.E.1/(NMRDA)/278** dt. **21/10/2022** of Assistant/executive Engineer N.M.R.D.A.; AND

**WHEREAS**, the Executive Engineer, Nagpur Metropolitan Region Development Authority vide its Release Letter No. **E.E/NMRDA/DPC/RL/1137** dated **03/01/2023**, Releases the scheduled **Plot No. 1** and as per the said Release Letter the Net Area Released of **Plot No. 1** containing by admeasurements **3213.566 Sq. Mtrs.**; AND

**WHEREAS**, the Vendor/Developer/Promoter has proposed to construct a RESIDENTIAL ESTATE on the Project Land by constructing a Multi-storeyed Building consisting of various self contained separate Apartments/Flats therein; AND

**WHEREAS**, the Vendor/Developer/Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Mumbai vide No. _____; authenticated copy is attached in **Annexure 'H'**.

**WHEREAS**, the Vendor/Developer/Promoter has appointed following professionals:-

| | |
|---|---|
| Architect | Mr. Sanjay Sureshkumar Basantani, R/o. Nagpur |
| Structural Engineer & Designer | Mr. Devendra Nathabhai Patel, R/o. Nagpur |
| Charter Accountant | Mr. Kushal Kochar, R/o. Nagpur |

| | |
|---|---|
| Legal Advisor | Indigene Law & Associates through<br>Adv. Suyog H. Madavi.<br>Office : Apartment No. 101, 'Mauli Niwas' Plot No. 54, Banerjee Layout, Bhagwan Nagar, Nagpur - 27 |

**WHEREAS**, the Vendor/Developer/Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed on the Project Land and the enter into Agreement/s with the prospective Purchaser/s of the Apartments and to receive the sale consideration in Respect thereof; AND

**WHEREAS**, on demand from the Purchaser/s, the Vendor/Developer/Promoter has given inspection to the Purchaser/s of all the documents of title relating to the project land and the plans, designs and specifications and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 ***(hereinafter referred to as "the said Act")*** and the Rules and Regulations made thereunder. The Purchaser/s has, prior to the execution hereof perused the Title Documents, Building Plans and Specifications of the said Project and the other documents and papers disclosed by the Vendor/Developer/Promoter and satisfied herself/himself/themselves about the title of the Vendor/Developer/Promoter to the said Property and/or right of the Vendor/Developer/Promoter to sell the same on ownership basis. The Purchaser/s hereby confirms that the Vendor/Developer/ Vendor/Developer/Promoter have produced for inspection the Purchaser/s, all information and document and has made full and true disclosure as demanded by the Purchaser/s and the Purchaser/s is/are satisfied with the same and has no further or other information nor disclosure to be required from the Vendor/Developer/Promoter; AND

**WHEREAS**, the authenticated copies of Property Card and authenticated copies of Certificate of Title issued by the Advocate showing the nature of the title of the Vendor/Developer/Promoter to the Project Land on which the Apartments are to be constructed have been ***annexed hereto and marked as Annexure 'A' and Annexure 'F', respectively***; AND

**WHEREAS**, the authenticated copies of plans of the Layout and Building Plans as sanctioned and approved by the Administrative Officer, Nagar Panchayat Besa-Pipla, Nagpur vide its Outward No. **Nagar Panchayat Besa-Pipla/Building Permit/126/2023 dt. 13/04/2023** have been ***annexed hereto and marked as Annexure 'D'***; AND

**WHEREAS**, the authenticate copies of Floor Plan of the Apartment agreed to be Purchaser/s by the Purchaser/s have been ***annexed and marked as Annexure-E***; AND

**WHEREAS**, the provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement; AND

**WHEREAS**, the Vendor/Developer/Promoter has accordingly commenced construction of the said Building/s in accordance with the said proposed plans; AND

**WHEREAS**, the Purchaser/s has applied to the Vendor/Developer/Promoter for purchase of the **Apartment No.** _____ on _____ **Floor** being constructed, which is particularly described in the **Schedule 'B'** appended herewith; AND

**WHEREAS**, in this Agreement, the following words and expressions shall have the following meanings unless the context otherwise requires.

**i) Carpet Area :** As per sub-section (k) of Section 2 of the Real Estate (Regulation & Development) Act. 2016, Carpet area of the apartment is defined as the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

**ii) Balcony :** For the purpose of this agreement the balcony area is defined as balcony/enclosed balcony area as shown in the sanctioned building plans by the local authority.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Developer/Promoter hereby agrees to sell and Purchaser/s hereby agrees to purchase the said Apartment and the open/closed parking.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-**

**1.** THAT, the aforesaid Project consists of a Multi-storeyed Building on the said Project Land and to be known and styled as **"CENTRAL HEIGHTS - 1"** consists of 3 Blocks namely as **Block - "A"** known as "**TAKSH**" consists of **Seven Upper Floors**. There are 8 (Eight) Apartments each on First, Second, Third, Fourth, Fifth, Sixth and Seventh Floor. Thus there are in all **56 (Fifty Six)** independent and self-contained separate Apartments in the said Block, and **Block-"B"** known as "**KRISHNA**" consists of **Seven Upper Floors**. There are 8 (Eight) Apartments each on First, Second, Third, Fourth, Fifth, Sixth and Seventh Floor. Thus there are in all **56 (Fifty Six)** independent and self-contained separate Apartments in the said Block, and **Block-"C"** known as "**SHREYAS**" consists of **Seven Upper Floors**. There are 3 (Three) Apartments on Ground Floor and 5 (Five) Apartments each on First, Second, Third, Fourth, Fifth, Sixth Floor and 2 (Two) Apartments on Seventh Floor. Thus there are in all **35 (Thirty Five)** independent and self-contained separate Apartments in the said Block. Thus there are in all **147 (One Hundred Forty Seven)** independent and self-contained separate Apartments and in the said Building in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

Provided that the Vendor/Developer/Promoter shall have to obtain prior consent in writing of the Purchaser/s in respect of variations or modifications, which may adversely affect the Apartment of the Purchaser/s, except any alteration or addition required by any Government Authorities or due to change in law.

**a)** The Purchaser/s hereby agreed to purchase form the Vendor/Developer/ Promoter and the Vendor/Developer/Promoter hereby agrees to sell to the Purchaser/s **Apartment No.** _____ having Carpet Area _____ **sq. mtrs.,** on _____ **Floor**, (hereinafter referred to as "the Apartment") as shown in the Floor Plan thereof hereto annexed and marked **–Annexure-E** for the total sale consideration of **Rs.** _____**/-** (Rupees _____ Only). After due discussion, diligence, and negotiations between the Vendor/Developer/Promoter and the Purchaser/s, the Purchaser/s hereby agreed to purchase from the Vendor/Developer/Promoter and the

Vendor/Developer/Promoter agrees to sell to the Purchaser/s the Said Apartment for the lump sum consideration **Rs.** _____ **/-** (Rupees _____ Only) to be paid by the Purchaser/s to the Vendor/Developer/Promoter towards the said Apartment hereinafter referred to as the "**Consideration Amount**". The Vendor/Developer/Promoter specifically declares and the Purchaser/s hereby understood and agreed that the consideration amount of said Apartment is inclusive of cost of said Apartment and covered parking, proportionate price of common areas & facilities which is detailed in **Schedule - "C(I)"**. The present Agreement shall supersede and prevail over all other prior communications, writing and/or cost sheets, agreed and/or executed by and between the parties.

**b)** The Purchaser/s hereby agrees to purchase from the Vendor/Developer/ Promoter and the Vendor/Developer/Promoter hereby agrees to sell to the Purchaser/s open/closed parking spaces bearing No. ____ situated at _____ Basement being constructed in the layout for the consideration of **Rs.** _____**/-** (Rupees _____Only)

**c)** The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus **Rs.** _____**/-** (Rupees _____Only)

**d)** The Purchaser/s has paid on or before execution of this Agreement a sum of **Rs.** _____**/-** (Rupees _____Only) as advance payment or Application Fee and hereby agrees to pay to the Vendor/Developer/Promoter the balance amount of **Rs.** _____**/-** (Rupees _____ Only) in the following manner :-

**Manner of Payment**

i) Rs. _____/- (Rupees _____only)
(not exceeding 10% of the total consideration) will be paid by the Purchaser to the Vendors at the time of Booking.

ii) Rs. _____/- (Rupees _____only)
(not exceeding 25 % of the total consideration) will be paid by the Purchaser to the Vendors on completion of the Plinth of the building /wing in which the said Apartment is located.

iii) Rs. _____/- (Rupees _____only)
(not exceeding 4.5 % of the total consideration) will be paid by the Purchaser to the Vendors before casting of First Floor slab.

iv) Rs. _____/- (Rupees _____only)
(not exceeding 4.5 % of the total consideration) will be paid by the Purchaser to the Vendors before casting of Second Floor slab.

v) Rs. _____/- (Rupees _____only)
(not exceeding 4.5 % of the total consideration) will be paid by the Purchaser to the Vendors before casting of Third Floor slab.

vi) Rs. _____/- (Rupees _____only)

(not exceeding 4.5 % of the total consideration) will be paid by the Purchaser to the Vendors before casting of Fourth Floor slab.

vii) Rs. _____/- (Rupees _____only)
(not exceeding 4.5 % of the total consideration) will be paid by the Purchaser to the Vendors before casting of Fifth Floor slab.

viii) Rs. _____/- (Rupees _____only)
(not exceeding 4.5 % of the total consideration) will be paid by the Purchaser to the Vendors before casting of Sixth Floor slab.

ix) Rs. _____/- (Rupees _____only)
(not exceeding 4.5 % of the total consideration) will be paid by the Purchaser to the Vendors before casting of Seventh Floor slab.

x) Rs. _____/- (Rupees _____only)
(not exceeding 4.5 % of the total consideration) will be paid by the Purchaser to the Vendors before completion of the bricks works of the said apartment.

xi) Rs. _____/- (Rupees _____only)
(not exceeding 4.5 % of the total consideration) will be paid by the Purchaser to the Vendors before completion of internal plaster of the said apartment.

xii) Rs. _____/- (Rupees _____only)
(not exceeding 4.5 % of the total consideration) will be paid by the Purchaser to the Vendors before completion of the Sanitary fittings, staircases, of the said apartment.

xiii) Rs. _____/- (Rupees _____only)
(not exceeding 15 % of the total consideration) will be paid by the Purchaser to the Vendors before completion of before completion of the lift wells, lobbies, elevation and electrical fittings of the said apartment.

xiv) Rs. _____/- (Rupees _____only)
(not exceeding 5 % of the total consideration) will be paid by the Purchaser to the Vendors at the time of execution of sale deed of the said apartment.

**Total Rs. _____ /- (Rupees _____ Only)**

**e)** The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Vendor/Developer/Promoter by way of GST and Cess, Insurance Premium towards Title of Property & Building or any other taxes, construction of and carrying out the Project payable by the Vendor/Developer/Promoter) up to the date of handing over the possession of the said Apartment. The Purchaser/s specifically agrees to pay to the Vendor/Developer/Promoter all such Taxes & Insurance Premium as and when demanded and shall always keep the Vendor/Developer/Promoter indemnified

against the same. In the event of implementation of GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be paid by the Purchaser/s. It shall be obligatory on the part of Purchaser/s to pay the amount of GST etc. simultaneously with the payment of each instalment.

**f)** THAT the Vendor/Developer/Promoter shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser/s or any other contractor and under no circumstances during the subsistence of this with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser/s shall be void and shall not be binding upon the Vendor/Developer/Promoter.

**g)** THAT during the period of building construction the Purchaser/s with Two Days advance intimation to the Vendor/Developer/Promoter, may enter upon the said Plot of land to inspect the plans, specifications, building materials if available at site and also the workmanship undertaken on the site.

**h)** THAT, the Vendor/Developer/Promoter shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser/s after the construction of the said proposed Multi-storeyed Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser/s that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser/s that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is understood by the Purchaser/s that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser/s that on account of practical constraints there will be an allowance of plus or minus Three percent variation in dimensions shown in sanctioned Building Plan or mentioned in this Agreement and no compensation shall be given to the Purchaser/s for such variations. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor/Developer/Promoter. If there is any reduction in the carpet area beyond the defined limit, then the Vendor/Developer/Promoter shall refund the excess money paid by the Purchaser/s within 45 (Forty Five) Days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the Carpet Area allotted to Purchaser/s, the Vendor/Developer/Promoter shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustment shall be made at the same rate per square meter as agreed in Clause 1(a) of this agreement.

**i)** The Purchaser/s do hereby authorizes the Vendor/Developer/Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any in his/her/their name as the Vendor/Developer/ Promoter may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Vendor/Developer/Promoter to adjust her/him/their payments in any manner.

**j)** That the Purchaser/s shall pay the respective instalments as stipulated period herein above strictly on the stage mentioned above. It is specifically understood and

agreed by the Purchaser/s that the time so stipulated for the payment of each instalments is the **ESSENCE OF CONTRACT** and consequently therefore this agreement shall automatically stand terminated and cancelled immediately on the Purchaser/s failure to pay the above instalments on due stages. It is specifically understood by the Purchaser/s that no extension of time for payment of any of the instalment shall be granted by the Vendor/Developer/Promoter in the event of such termination/cancellation of this agreement, the Vendor/Developer/Promoter shall be at full liberty to resell the said apartment together with the undivided share and interest in the said plot of land to any other intending buyer without any further intimation or references/notice to the Purchaser/s and in such event the Vendor/Developer/ Vendor/Developer/Promoter shall within 3 months from the date of such cancellation return back the amount till then received by it to the Purchaser/s free of any interest thereon and also after deducting there from a fixed amount Rs. 2,00,000/- BY WAY OF LIQUITED DAMEGES. It is also specially understood by the Purchaser/s that delay in securing sanctioned to the Housing Loan, if any, applied by him/her/them, shall not be a ground for non-payment of the instalments on due stages.

**2)** THAT, the Vendor/Developer/Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulation and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser/s, obtained from the concerned local authority occupancy certificate and/or completion certificates in respect of the said Apartment.

**3)** THAT, time in essence for the Vendor/Developer/Promoter as well as the Purchaser/s. The Vendor/Developer/Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the occupancy certificate or the completion certificate, as the case may be.

**4)** THAT, If the Vendor/Developer/Promoter fails to abide by the time schedule for completing the project and handing over the Apartment to the Purchaser/s, the Vendor/Developer/Promoter agrees to pay to the Purchaser/s, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Purchaser/s, for every month of delay, till the handing over of the possession. The Purchaser/s agrees to pay to the Vendor/Developer/Promoter, interest as specified in the Rule**,** on all the delayed payment which become due and payable by the Purchaser/s to the Vendor/Developer/Promoter under the terms of this Agreement from the date the said amount is payable by the Purchaser/s(s) to the Vendor/Developer/Promoter.

**5)** Without prejudice to the right of Vendor/Developer/Promoter to charge interest in terms of sub clause 4 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Vendor/Developer/ Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of instalments, the Vendor/Developer/Promoter shall at his own option, may terminate this Agreement:

a) Provided that, Vendor/Developer/Promoter shall give notice of fifteen days in

writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Vendor/ Developer/Promoter within the period of notice then at the end of such notice period, Vendor/Developer/Promoter shall be entitled to terminate this Agreement.

b) Provided further that upon termination of this Agreement as aforesaid, the Vendor/Developer/Promoter shall refund to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Vendor/Developer/Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Purchaser/s to the Vendor/Developer/Promoter.

**6)** The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the Vendor/Developer/Promoter in the said building and the Apartment as are set out in **Annexure – 'H',** *annexed hereto*.

**7)** The Vendor/Developer/Promoter shall give possession of the Apartment to the Purchaser/s on or before **31st day of December-2028** If the Vendor/Developer/ Promoter fails or neglects to give possession of the Apartment to the Purchaser/s on account of reasons beyond their control and of their agents by the aforesaid date then the Vendor/Developer/Promoter shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the Apartment with interest at the same rate as may mentioned in the clause 4 herein above from the date the Vendor/ Developer/Promoter received the sum till the date the amounts and interest thereon is repaid.

**a)** Provided that the Vendor/Developer/Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of-

(i) war, civil commotion or act of God;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

**8) Procedure for taking possession** - The Vendor/Developer/Promoter upon obtaining the Completion Certificate or Occupancy Certificate from the Competent Authority and the payment made by the Purchaser/s as per the agreement shall offer in writing the possession of the Apartment to the Purchaser/s in terms of this Agreement to be taken within 3 (Three) Months from the date of issue of such notice and the Vendor/Developer/Promoter shall give possession of the said Apartment to the Purchaser/s by executing and registering Sale Deed. The Vendor/Developer/Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor/Developer/ Promoter. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Vendor/Developer/Promoter or Association of Purchaser/s, as the case may be. The

Vendor/Developer/Promoter on its behalf shall offer the possession to the Purchaser/s in writing within 7 days of receiving the occupancy certificate of the Project.

**9)** THAT the Purchaser/s hereby agrees not to occupy the said Apartment without prior written permission of the Vendors else Purchaser/s shall be treated as a trespasser.

**10)** THAT the Vendor/Developer/Promoter does hereby agree with the Purchaser/s that on receipt of the balance sale price and also upon the payment of **Rs. 50,000/-** Electricity and Water Meter deposits and payment of Legal charges including Stamp Duty and Registration Fees, payment of GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Purchaser/s separately and thereafter the Vendor/Developer/ Promoter will execute the proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Purchaser/s or the nominee(s) appointed by the Purchaser/s and get the same duly registered at the costs of Purchaser/s in accordance with the law in force provided the Purchaser/s shall have also paid the entire agreed cost of construction of the Apartment chosen by the Purchaser/s to the Vendor/Developer/Promoter.

**11)** THAT on obtaining the proper Sale Deed relating to the Undivided share and interest the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser/s jointly with the other Co-owners thereof. However the Apartment chosen by Purchaser/s in the proposed multi-storeyed building shall be owned and possessed by the Purchaser/s exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.

Even after registration of the Sale Deed in favour of Purchaser/s, the Purchaser/s shall permit the Vendor/Developer/Promoter and their surveyors, contractors, engineers and agents, with or without workmen and other, at all reasonable time, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may require as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof. The Purchaser/s is/are well aware that the Vendor/Developer/ Vendor/Developer/Promoter will construct buildings based on Future Potential. The Purchaser/s assures that after possession of the said Apartment he shall not cause any hindrance/ obstruction/objection to the movement of men and machinery required to construct the future buildings.

**12) Failure of Purchaser/s to take Possession of Apartment :** Upon receiving a written intimation from the Vendor/Developer/Promoter the Purchaser/s shall take possession of the Apartment from the Vendor/Developer /Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor/Developer/ Promoter shall give possession of the apartment to the Purchaser/s. If the Purchaser/s fails to take the possession of the Apartment within such period then the Purchaser/s shall be liable to pay interest charges for any such balance delayed amount at a rate equal to the rate as mentioned in the rules and the same shall not construe as delay of handing over of possession by the Vendor/Developer/Promoter. Further Purchaser/s shall continue to be liable to pay

maintenance charges as applicable, to the Vendor/Developer/Promoter or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser/s.

**13)** If within a period of 5 (five) years from the date of handing over the Apartment to the Purchaser/s, the Purchaser/s brings to the notice of the Vendor/Developer/ Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor/Developer/ Promoter at their own cost and in case it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Vendor/Developer/Promoter, compensation for such defect in the manner as provided under the Act.

**14)** The Purchaser/s shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence and also use the garage or parking space only for purpose of keeping or parking vehicle.

**15)** THAT it is understood by the Purchaser/s that the Vendor/Developer/ Promoter shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendor/Developer/Vendor/Developer/Promoter shall not pay, nor shall the Purchaser/s demand any rent etc. for any signs displayed by the Vendor/ Developer/Promoter.

**16)** That the Vendor/Developer/Promoter have/has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a DEED OF DECLARATION u/s. 2 of the said Act, which is duly registered in the office of the Joint Sub-Registrar, Nagpur- _____, at Sr. No. _____ **/**_____ on _____. Thus the said Project will also be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser/s and her/his/their successors in title.

**17)** THAT the Purchaser/s agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.

**18)** THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multi-storeyed Building shall be of common use of all the Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser/s severally or jointly with any other Apartment Owner or Owners.

**19)** The Purchaser/s along with other Purchaser/s of Apartments in the building shall join in forming and registering the Society or Association within 3 (three) months of the majority of allotees (or 51%) having booked their apartment to be known by such name as the Vendor/Developer/Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Vendor/Developer/Promoter within seven days of the same being forwarded by the Vendor/Developer/Promoter to the Purchaser/s, so as to enable the Vendor/ Developer/Promoter to register the common organisation of Purchaser/s. No objection shall be taken by the Purchaser/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case maybe, or any other Competent Authority.

**20)** The Vendor/Developer/Promoter shall, within 3(three) months of the registration of the Society or Association, as aforesaid, cause to be transferred to the society all the right, title and the interest of the Vendor/Developer/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

**21)** The Vendor/Developer/Promoter shall, within three months of registration of the Federation/apex body ofthe Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Developer/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.

**22)** Within 15 days after notice in writing is given by the Vendor/Developer/ Promoter to the Purchaser/s that the Apartment is ready for use and occupancy, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Purchaser/s shall pay to the Vendor/Developer/Promoter such proportionate share of outgoings as may be determined. The Purchaser/s further agrees that till the Purchaser's share is so determined the Purchaser/s shall pay to the Vendor/Developer/Promoter provisional monthly contribution of Rs. ..... per month towards the outgoings. The amounts so paid bythe Purchaser/s to the Vendor/Developer/Promoter shall not carry any interest and remain with the Vendor/Developer/Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Vendor/Developer/ Promoter to the Society or the Limited Company, as the case may be.

**23)** The Purchaser/s shall on or before delivery of possession of the said premises keep deposited with the Vendor/Developer/Promoter, the following amounts :-

(i) Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/Apex body

(iv) Rs. .....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs____for deposits of electrical receiving and Sub Station providedin Layout

**24)** The Purchaser/s shall pay to the Vendor/Developer/Promoter a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Vendor/Developer/ Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment oflease.

**25)** At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser/s shall pay to the Vendor/ Developer/Promoter, the Purchaser/ss' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Purchaser/s shall pay to the Vendor/Developer/Promoter, the Purchaser/ss' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

**26)** The Purchaser/s further agrees that till the Purchaser's share is so determined the Purchaser/s shall pay to the Vendor/Developer/Promoter a onetime non refundable amount of Rs. 75,000/- in addition to the consideration amount, towards maintenance of the project for the Period of Five Years and a Sum of Rs. 50,000/- towards Charges of Electric & Water Meter Installation.

**27) <u>REPRESENTATIONS AND WARRANTIES OF THE VENDOR/DEVELOPER/ PROMOTER</u>** :- The Vendor/Developer/Promoter hereby represents and warrants to the Purchaser/s as follows :-

**i.** The Vendor/Developer/Promoter has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

**ii.** The Vendor/Developer/Promoter have lawful rights and requisite approvals form the competent Authority to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

**iii.** The Vendor/Developer/Promoter shall have every right to change and appoint any new consultant as per their discretion & choice.

**iv.** There are no encumbrances upon the project land or the project except those disclosed in the title report.

**v.** There are no litigations pending before any Court of Law with respect to the project land or Project except those disclosed in the title report.

**vi.** It is specifically understood and agreed by the Purchaser/s that the prospectus other advertising material published by the Vendor/Developer/Promoter from time to time in respect of the project contain various features such as furniture's, plantation, colours, vehicles, etc. and the same shall not be considered in any manner as agreement between Vendor/Developer/Promoter's and Purchaser/s. The details mentioned hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications;

**vii.** The Vendor/Developer/Promoter have/has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authority till the date of completion of the said project.

**viii.** No. notice form the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor/Developer/Promoter and/or the Vendor/Developer/Promoter in respect of the project land and/or the Project except those disclosed in the title report.

**ix.** The terrace space adjacent to the Apartment shall belong exclusively to the respective Purchaser/s of the Apartment and such terrace spaces are intended for the exclusive use of the respective Purchaser/s. The said terrace shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the Vendor/Developer/Promoter or the Association/Condominium/ Society as the case may be shall be kept indemnified from any penal action at all times.

**28)** The Purchaser/s or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendor/Developer/Promoters as follows :-

**a)** To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or by-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

**b)** The Purchaser/s hereby specifically agrees with the Vendor/Developer/ Promoter that even after taking over the actual possession of the Apartment chosen by Purchaser/s, the Purchaser/s will not object or prevent or obstruct the Vendor/

Developer/Promoter in any way in carrying on and completing the work of other Apartment in the said building and keeping building materials on the available open land.

**c)** To carry out at her/his/their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor/Developer/Promoter to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

**d)** Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor/Developer/Promoter and/or Association of the Apartment Owners.

**e)** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

**f)** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated. Pay to the Vendor/Developer/ Promoter within fifteen days or demand by the Vendor/Developer/ Promoter, their share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.

**g)** The Purchaser/s shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners Regarding the Occupancy and use of the Apartment in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

**h)** Till completion of said project and handing over the management of said building maintenance to the Association of Apartment Owners, the Purchaser/s shall permit the Vendor/Developer/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to vies and examine the state and condition thereof.

**i)** In case some of the Apartment in the said Project remains unsold, even after completion of the same, then the Vendor/Developer/Promoter shall bear and pay Maintenance Charges payable for such unsold Apartments.

**j)** The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time or by Material Prices increase, In Such case any increase in charges/prices upto Maximum of 5% shall be borne by the Vendor/Developer/Promoter and any increase in charges/prices beyond 5% shall be added to the total consideration price of the booked apartment shall be borne by the prospective Purchasers. The Vendor/Developer/Promoter undertakes and agrees that while raising a demand on the Purchaser/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendor/Developer/Promoter shall enclose the said notification/order/ rule/bills/regulation published/ issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s, which shall only be applicable on subsequent payments.

**k)** THAT the Grantor reserves its right to revised, erect any additional construction on the available open space or on the top or terrace of the building if the F.S.I in relation to the said available plot of land is increased at any future date Subject to Sanction by Competent Authority and in such event the Purchaser/s shall not prevent or obstruct the Grantor in so utilizing and dealing with such additional F.S.I and in such event, the prospective buyer of such additional apartment shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically agreed by the Purchaser/s that the percentage and proportion of undivided shares in the said plot of land shall always be subject to proportionate reduction if some additional apartment are constructed thereon by the Grantor and in such case the Purchaser/s shall not claim any proportionate of the cost price of land. The Purchaser/s also further agrees that he/she/they will not erect any structure either permanent or temporary on the available open space or on the top/terrace of the said building. The Grantor shall be at liberty to use the balance F.S.I according to its own choice and the Purchaser/s shall have no say in the manner the balance F.S.I to be used.

**29)** Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Vendor/Developer/ Promoter until the management of the said Building maintenance is hands over to the Association of Apartment Owners as hereinbefore mentioned.

**30)** THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchase/s, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

**31) Entire Agreement :** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

**32) Right To Amend :** This Agreement may only be amended though written consent of the Parties.

**33) Provision Of This Agreement Applicable To Purchasers/Subsequent Purchasers :-** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchaser/s of the Apartment, in case of a transfer as the said obligations go along with the Apartment for all intents and purposes.

**34) Severability :** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to act or the rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**35)** The Vendor/Developer/Promoter specifically communicates to the Purchaser/s that the Purchaser/s shall make the payments for Consideration Amount to the Vendors by Demand Draft or by local cheques drawn in the name of **NIRMAAN INFRA** or by electronic mode of transfer.

NEFT/RTGS details are as under :

i. Account Holder Name -: **NIRMAAN INFRA**
ii. Bank Name -: PUNJAB NATIONAL BANK
iii. Branch -:MANISH NAGAR
iv. Account Number -: 1568202900000012
v. IFSC code -: PUNB0156820
vi. Account Type -: ESCROW ACCOUNT

**36)** That all notices to be served on the Purchaser/s and the Vendor/Developer/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s or the Vendor/ Developer/Promoter by Registered Post A.D. and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

_____

_____

Notified Email ID : _____**(Purchaser/s)**

**M/S. NIRMAAN INFRA**

Flat No.402, Jaggannath Enclave, Above Punjab national Bank, Manish Nagar-440037.

Notified Email ID : nirmaaninfrangp@gmail.com

It shall be the duty of the Purchaser/s and the Vendor/Developer/ Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Vendor/Developer/Promoter or the Purchaser/s, as the case may be.

**37) Joint Purchasers :** In case there are Joint Purchasers all communications shall be sent by the Vendor/Developer/Promoter to the Purchaser/s whose name appears fist and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Purchasers.

**38) Stamp Duty And Registration :** All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser/s.

**39) Dispute Resolution :** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

**40) Governing Law :** The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

**SCHEDULE-"A"**
**ABOVE REFERRED TO**
**Description of the Project land**

THE UNDIVIDED _____ **%** share and interest in ALL THAT piece and parcel of land bearing **Plot No. 1** (As Per 7/12 Extract Plot/Kh. No. 185/1/A/1) admeasuring area **3213.566 Sq. Mtrs.,** being a part & portion of entire land bearing **Kh. No. 185/1/A**, containing by total admeasuring 12000 Sq. Mtrs., (i.e. 1.20 H.R.) of **Mouza - PIPLA**, P.H. No. 38, within the limits of the Nagar Panchyat Besa-Pipla, in Tah. Nagpur (Rural) & Dist. Nagpur and same is bounded as under :-

| | | |
|---|---|---|
| On the East | : | 9.00 Mtrs. Wide Road, |
| On the West | : | Kh. No. 181, |
| On the North | : | Nallah, |
| On the South | : | 9.00 Mtrs. Wide Road. |

**SCHEDULE - "B"**
**ABOVE REFERRED TO**
**Description of the Apartment**

**Name of Building : "CENTRAL HEIGHTS - 1"**

**Name of Block : "Block-A/B/C" Known as TAKSH/KRISHNA/SHREYAS"**

| Apartment No. | Floor | Carpet Area Sq. Mtrs | Built Up Area | Super Built Up Area | Undivided Share in Land (%) |
|---|---|---|---|---|---|
| | | | | | |

The said Apartment is bounded as under :

On The East : By _____

On The West : By _____

On The North : By _____

On The South : By _____

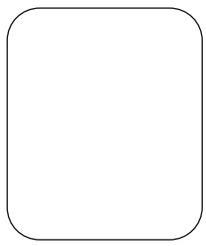
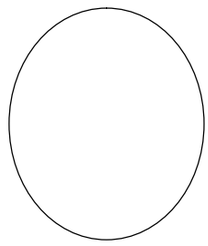
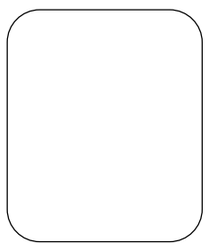
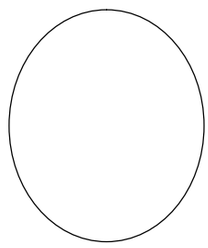
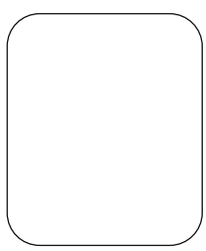
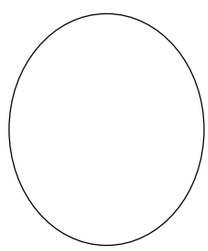
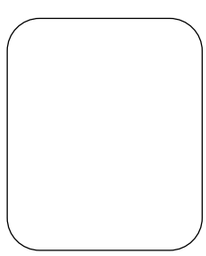
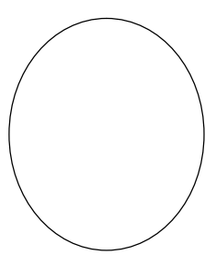
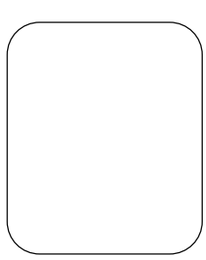
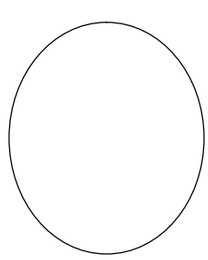
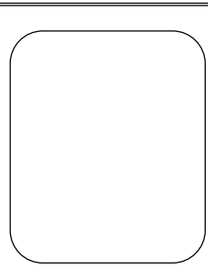
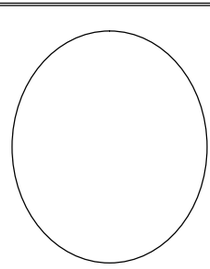
**SCHEDULE - "C"**
**[Annexure]**

A. Property Card,
B. Release Letter,
C. N.A. Order,
D. Building Permit & Sanctioned Plan,
E. Floor Plan,
F. Layout Plan,
G. Title Verification and Search Report,
H. RERA Registration Certificate,
I. Specification.
J. Tax

IN WITHNESS WHEREOF parties hereinabove named have set their respective hands and signed this AGREEMENT FOR SALE at NAGPUR in the presence of the attesting witnesses, signing as such on the day first above written.

This AGREEMENT TO SALE is drafted by ***INDIGENE LAW & ASSOCIATES*** through **ADV. S. H. MADAVI & ADV. R. U. DHARPURE**, Office at Plot No. 70, Bank Colony Bhagwan Nagar, Nagpur. **(Mob No. 9834585574, 9049669675)**

| Sr. No. | Passport Size Photos | Finger Print (Left Thumb) | Signature And Full Name |
|---|---|---|---|
| 1 | | | **M/S. NIRMAAN INFRA**<br>Acting through its Partners<br><br>**MR. ASHOK DHIRUBHAI BHUVA** |
| 2 | | | **MR. ASHISH ARUN NILAWAR** |

| | | | |
|---|---|---|---|
| 3 |  |  | **MR. JITENDRA MANINDRANATH BOSE** |
| 4 |  |  | **SMT. VARSHA RAJENDRA KONDAWAR** |
| 5 |  |  | **MR. ANIKET JAGANNATH KHANDASKAR** |
| 6 |  |  | **MR. SATISH VASANTRAO BELSARE** |
| 7 |  |  | **MRS. ARCHANA SANDEEP MADURWAR** |
| 8 |  |  | **MR. MILIND PRABHAKAR BHAWSAR** |

| | | | |
|---|---|---|---|
| 9 | | | **MR. RATNESH SUDHAKARSA PARALKAR** |
| 10 | | | **MR. VINOD RAMESH PARALIKAR** |
| 11 | | | **MR. DAMODHARRAO SHAMRAOJI DANDEKAR**<br>**Vendor/Developer/Promoter** |
| 12 | | | **SHRI. _____**<br>**Purchaser/s** |
| **Witnesses :-** | | | |
| 1 | | | _____ |
| 2 | | | _____ |